

EXHIBIT “B”

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of March 25, 2015 (the "Effective Date") between GENTEX CORPORATION, a Delaware corporation ("Plaintiff" or "Gentex"); HELICOPTER HELMET, LLC, a Delaware limited liability company ("Helicopter Helmet"); RONALD ABBOTT, a South Carolina resident ("Abbott"); and RONALD ABBOTT d/b/a helicopterhelmet.com (Helicopter Helmet and Abbott and Ronald Abbott d/b/a helicopterhelmet.com shall hereinafter be referred to as "Defendants")(Plaintiffs and Defendants are collectively referred to herein as the "Parties" and may each be referred to individually as a "Party").

RECITALS

- (A) WHEREAS, a dispute has arisen between the Parties as follows (the "Dispute"):
- (1) Gentex asserted claims against Defendants in the lawsuit filed in United States District Court for the Middle District of Pennsylvania, Civil Action No. 2012-cv-2549 (the "Gentex Lawsuit");
 - (2) Defendants denied Gentex's allegations and filed an Answer, Affirmative Defenses and Counterclaims;
 - (3) Plaintiffs and Defendants each deny and dispute the claims of the other; and
 - (4) Scottsdale Insurance Company asserted insurance-oriented claims against Abbott, Helicopterhelmet.com, Helicopter Helmet, LLC (captioned HelicopterHelmet.com, LLC) and Gentex in a declaratory judgment action filed in the United States District Court for the Middle District of Pennsylvania, Civil Action No. 2014-CV-00996 (the "Scottsdale Lawsuit") (the Scottsdale Lawsuit and the Gentex Lawsuit are referred to collectively herein as the "Lawsuits"); and
- (B) WHEREAS, the Parties wish to compromise and settle finally and completely by this Agreement all claims that the Parties may have between them with respect to the Dispute and the Lawsuits.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the covenants and releases herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. 

2.

[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

5. Releases.

a.

[REDACTED]

- b. In consideration of the performance of the terms of this Agreement, Defendants (including without limitation the owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, attorneys, predecessors, successors, and assigns of Defendants) and Scottsdale Insurance Company do hereby release, acquit, and forever discharge Plaintiff and the owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, attorneys, predecessors, successors, and assigns of Plaintiff (collectively, "Plaintiff Released Parties") from any and all claims, demands, actions, causes of action, rights of action, suits, liabilities, expenses, and damages of every kind, nature, and description whatsoever that any of the Defendants may now or hereafter have or acquire, whether in law or equity, whether known or unknown, and whether accrued or to accrue, against Plaintiff Released Parties with respect to or in any way related to the Dispute or the Lawsuits, other than their obligations under this Agreement.

6. **Confidentiality.** The Parties agree that they will keep the terms of this Agreement, other than the Consent Decree, confidential and that the terms of this Agreement other than the Consent Decree will not be used, communicated, disclosed or divulged to any third party (aside from the Parties' accountants or legal representatives) whatsoever, in whole or in part, other than to carry out, effectuate and/or enforce the terms of this Agreement or Consent Decree, [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. **Applicable Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The state and federal courts of Pennsylvania shall have exclusive venue and jurisdiction over any dispute arising from or related to this Agreement. The parties agree that U.S. District Court for the Middle District of Pennsylvania, Judge Matthew Brann, retains jurisdiction for all purposes related to the Consent Decree.

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

14.

[REDACTED]

15.

[REDACTED]

16.

[REDACTED]

17.

[REDACTED]

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Settlement and Release Agreement as of the Effective Date set forth above.

PLAINTIFF:

GENTEX CORPORATION

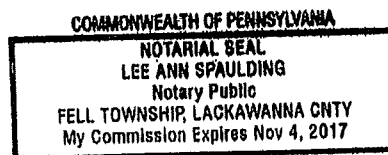
By: [Signature]
Name: L.P. Frieder III
Its: President

Dated: June 1, 2015


State of Pennsylvania)
County of Lackawanna)

On this 1st day of June, 2015 before me personally appeared L.P. Frieder III, as a duly authorized representative of Gentex Corporation, to me known to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public for Commonwealth of Pennsylvania
My Commission Expires: 11/4/2017




DEFENDANTS:



Ronald Abbott
(as an individual and d/b/a helicopterhelmet.com)

Dated: 6/1/2015, 2015

HELICOPTER HELMET LLC

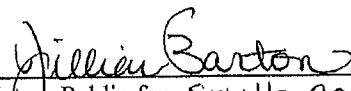
By: 

Ronald Abbott
Its: Owner

Dated: 6/1/2015, 2015

State of South Carolina
County of Charleston)

On this 1st day of June, 2015 before me personally appeared Ronald Abbott, as an individual and d/b/a helicopterhelmet.com, and as a duly authorized representative of Helicopter Helmet, LLC, to me known to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public for South Carolina
My Commission Expires: 3/28/22

SCOTTSDALE INSURANCE COMPANY:

By: Thomas J. Bell
Name: THOMAS J. BELL
Its: Claim Specialist

Dated: June 1, 2015

State of Maryland)
County of Baltimore)

On this 1st day of June, 2015 before me personally appeared Thomas Bell, as a duly authorized representative of Scottsdale Insurance Company, to me known to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public for Maryland
My Commission Expires: 9-27-17

JAMES WILLIAM HOUCK, IV
NOTARY PUBLIC - MARYLAND
BALTIMORE COUNTY
My commission expires September 27, 2017